



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council

Robert Oldakowski, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Martha Fdez-León Broucek
Carol Díaz-Castro
Mortimer Fried
James L. Peters
Robert L. Vernon

Village Manager

Jacqueline R. Menendez

DT: October 14, 2003

TO: Honorable Mayor and Members of the Village Council

FR: Jacqueline R. Menendez, Village Manager

RE: Contract for Beach Cleaning Services

RECOMMENDATION

It is recommended that the Village Council authorize the Village Manager to enter into an agreement with Universal Beach Services Corp. for beach cleaning services.

BACKGROUND

Universal Beach Services Corporation has been providing beach cleaning services for the Village of Key Biscayne for the last nine years. The scope of services includes: debris and litter removal, seagrass maintenance, erosion control and beach repair. These services not only keep our beaches clean but they provide stabilization and fertilization for beach and dune preservation, as well as protection to upland properties and structures in storm conditions.

This agreement will extend Universal Beach Services Corp.'s contract for an additional five years. The Village of Key Biscayne will pay Universal Beach Services Corp. a base compensation for each year of \$107,110. This is an increase of twenty percent (20%) from the previous contract. This is the first increase in payment Universal Beach Services Corp. has received in seven years. This increase will allow for the purchase of new equipment and will also compensate Universal Beach Services Corp. for the added width to the beach due to the beach renourishment project. Funding for this agreement will be taken from Public Work's Contractual Services line item.

RESOLUTION NO. 2003-

A RESOLUTION OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE ATTACHED AGREEMENT ON BEHALF OF THE VILLAGE WITH UNIVERSAL BEACH SERVICES CORP. FOR BEACH CLEANING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

Section 1. That the Village Manager is hereby authorized to execute the attached Agreement, on behalf of the Village, with Universal Beach Service Corp.

Section 2. Universal Beach Services Corp. will provide Beach Cleaning Services to the Village of Key Biscayne.

Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this__ day of _____, 2003.

MAYOR ROBERT OLDAKOWSKI

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

6. PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR, warrants that it has not employed or retained any company or person, other than a bonafide employee solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, continent upon or resulting from the award or making of this Agreement unless approved by the Manager of the Village of Key Biscayne.

7. TERMINATION

This Agreement may be terminated by the VILLAGE upon ten days' written notice with or without cause by the CONTRACTOR upon 45 days' written notice with or without cause. If this agreement is terminated, the CONTRACTOR shall be paid in accordance with the provisions of Paragraph 2 of this contract for all acceptable work performed up to the date of termination.

8. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONTRACTOR pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

9. ENTIRE AGREEMENT

The parties hereby agree that this Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

10. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

The CONTRACTOR shall furnish proof that he has Worker's Compensation Insurance as required by Chapter 440, Florida Statutes and, where applicable, coverage for the U.S. Longshoremen's and Harbor Worker's Act and the Jones Act.

The CONTRACTOR shall also furnish proof that he has Contractual Liability Insurance and Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this work, in an amount no less than \$1,000,000 per Occurrence for Bodily Injury and Property Damage combined.

11. ATTORNEY'S FEES

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

12. NOTICES

All notices and communications to the VILLAGE shall be in writing and shall be deemed to have properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Village: Jacqueline R. Menendez
Village Manager
88 West McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Village Attorney
Weiss Serota & Helfman
Pastoriza & Guedes, P.A.
2665 South Bayshore Drive
Suite 204
Miami, Florida 33133

Conchita H. Alvarez
Village Clerk
88 West McIntyre Street
Key Biscayne, Florida 33149

Contractor:

14. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this

**VILLAGE OF KEY BISCAYNE
AGREEMENT FOR
SERVICES**

THIS AGREEMENT, made and entered into on the 14 day of October, 2003 by and between the Village of Key Biscayne, Dade County, Florida, party of the first (hereinafter called "Village"), and Universal Beach Services Corp., party of the second part (Hereinafter called "Contractor");

RECITALS

The VILLAGE wants to engage the CONTRACTOR to perform certain services as described in accordance with paragraph 1, scope of services to this Agreement ("Specified Services"). The CONTRACTOR wants to provide such Specified Services in connection with

In consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. **SCOPE OF SERVICES**

A. The CONTRACTOR agrees, as directed by the Village Manager, to perform the following services described in Attachment I labeled "Contract for Beach Cleaning Services".

2. **FEES FOR SERVICES**

The CONTRACTOR agrees to charge the VILLAGE for Specified Services provided in accordance in Exhibit in an amount not to exceed \$107,110 per year.

3. **TERM**

The term of this agreement is (5) years unless terminated pursuant to paragraph 7 or extended pursuant to paragraph 9.

4. **GENERAL TERMS AND CONDITIONS**

The VILLAGE reserves the right to increase or decrease the quantity of items installed with appropriate adjustments to the contract price.

5. **ASSIGNMENT**

This Agreement shall not be assignable by the CONTRACTOR.

- (3) Adding sand to and grading around beach structures.
- (4) Placement of clean seagrass at the base of the foredune vegetation .

Universal's services as to erosion control and beach repair as provided herein are intended to promote vitality to the dune vegetation, to sustain the contour of the beach better against further wave action and to maximize the usable sandy portion of the beach for recreational enjoyment and coastal preservation in general. These measures are taken by Universal in an attempt to effectively control, limit or eliminate sand erosion problems on a day to day basis, to provide stabilization and fertilization for beach and dune preservation, as well as protection to upland properties and structures in storm conditions.

2. TERM. The term of this Agreement shall be for a period of three (3) years, commencing upon the full execution of this Agreement. The Owner shall issue a notice to proceed immediately after execution of this Agreement and Universal shall commence its first cleaning within ten (10) days following such notice to proceed. The term of this Agreement shall automatically renew and extend for an additional term of two (2) years upon the expiration of the initial term of this Agreement with the same terms and conditions as provided for herein. Further provided, however, that either Universal or the Owner shall have the right to terminate this Agreement effective upon the expiration of the then current term by providing written notice of their election to terminate this Agreement at least thirty (30) days prior to the then current term.

3. COMPENSATION. In consideration for Universal's providing the services hereinabove described, the Owner agrees to pay to Universal a "base compensation" at the rate of \$16.63 per lineal of ocean frontage per annum , for a total base compensation for each year of \$107,110.00, (i.e. \$138.60 per 100 feet per month). The compensation shall be paid by the Owner to Universal on a monthly basis within ten (10) days following the end of each month during the term of this Agreement. In the event of hurricanes, tropical storms or heavy oil accumulations, an additional charge may be imposed by Universal, with prior consent of the Owner, at a price agreed upon by both parties, depending upon the condition of the beach and the time and equipment necessary to complete the cleaning.

4. ACCESS. The Owner agrees to provide Universal with free and full access to the beach property which is the subject of this Agreement and not to interfere with the performance of the services herein contracted for.

5. ATTORNEYS' FEES. In the event suit is brought by either party relative to this Agreement, the prevailing party shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorneys' fees.

6. LIABILITY INSURANCE. Universal, during the term of this Agreement, agrees to at all times maintain public liability insurance relative to its business operation with limits of not less than \$1,000,000.00 aggregate coverage. Universal further agrees to indemnify, save and hold the Owner harmless from any and all damages resulting from Universal's performance of the services hereunder.

6A. WORKERS COMPENSATION. Universal shall provide Workers Compensation Insurance and show proof of this fact to the Owner.

ATTACHMENT I

CONTRACT FOR BEACH CLEANING SERVICES

THIS CONTRACT FOR BEACH CLEANING SERVICES, entered into this 14 day of October, 2003, by and between UNIVERSAL BEACH SERVICE CORP., a Florida Corporation, hereinafter referred to as "Universal," and VILLAGE OF KEY BISCAYNE, Key Biscayne, Florida, hereinafter referred to as "Owner."

WITNESSETH:

WHEREAS, Universal is engaged in the business of beach maintenance, cleaning and debris removal;

WHEREAS, The Owner has jurisdiction over 6,440 feet of each property located within Key Biscayne, Florida, adjoining and extending north-south along the Atlantic Ocean; and

WHEREAS, Owner is desirous of engaging the services of Universal for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The general scope of services to be performed by Universal shall be to clean and maintain, in a reasonable manner, the entire length of the Owner's beach during the term of this Agreement. Universal intends on providing these services on the basis of five (5) times per week, weather and environmental conditions allowing. More specifically, Universal agrees to provide the following services to the Owner with respect to the subject contract:

- A. Debris and litter removal. Universal agrees to remove all debris and litter, including wood, plastic, glass, paper, tar and metal objects deposited on the beach by the ocean or by bather usage. Universal shall remove and dispose of all such trash and debris as collected from the beach by transporting the same to the County landfill site.
- B. Seagrass. Universal shall rake up the seagrass and either incorporate it in to the beach at the mean high water line or in the foredune vegetation. Any seagrass selected for dune reconstruction shall be suitably clean, devoid of debris, litter, tar, etc.
- C. Erosion control and Beach Repair. Universal possesses equipment capable of providing certain beach repairs and erosion control measures. The beach is from time to time in need of certain measures for erosion control and repair and, accordingly, Universal agrees to provide the following services to the extent of the reasonable capability of Universal's equipment:
 - (1) Backfilling of washouts, particularly at the foot of eroded stairs and/or entrance ways.
 - (2) Grading of escarpments to a more easily navigated slope,

7. CONDUCT AND STANDARDS. Universal acknowledges that the Owner's property is an exclusive, first class resort. The conduct of Universal and its employees shall be of the standard which the Owner requires of its own employees and management.

8. TERMINATION. This Agreement may be terminated by the Owner upon occurrence of any of the following:

- A. The filing for bankruptcy by Universal,
- B. Universal's failure to perform its duties required pursuant to this Contract provided, however, that Universal shall be entitled to judicial review of such decision.
- D. Without cause upon ten (10) days advance written notice.

9. ASSIGNABILITY. This Agreement may not be assigned or transferred without the express approval of the other party.

IN WITNESS WHEREOF, the parties hereto have set their hand to seal this 14th day of October, 2003.

WITNESSES:

UNIVERSAL BEACH SERVICE CORP

By: _____

WITNESSES:

OWNER

By: _____
Jacqueline Menendez, Village Manager

Attest: _____

Agreement upon the terms and conditions above stated on the day and year first above written.

CONTRACTOR:

VILLAGE:

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

By: _____

By: _____

Jacqueline R. Menendez
Village Manager

Attest: _____

Attest: _____